

Appendix A SCOPE OF SERVICES

1. Purpose

The purpose of this Agreement is to allow the Artist to make use of images of Miami International Airport (MIA) in creating the MIA Pixorama Artwork. The County, through the Miami-Dade County Aviation Department ("MDAD" or "the Department") shall allow, in times, places, and manners as determined in the sole discretion of the County, reasonable access to MIA so that the Artist can compile sufficient images for the creation of the artwork. Upon such compilation, the Artist shall create a Pixorama (*a fusion of pixel and panorama*) image of MIA, in a manner substantially similar to the Artist's Pixorama image creations of various other international cities such as New York, London, Rio de Janeiro, and the like.

2. General Requirements

In creating the artwork, the Artist shall **not**:

- a) Depict any lewd or salacious conduct.
- b) Depict any racially or culturally insensitive content.
- c) Depict any instances of criminal activity, as defined by the laws of Florida and/or the United States, including but not limited to: theft, robbery, fraud, drug usage, drug smuggling, terrorism, assault, human trafficking, or otherwise.
- d) Make use of any logos, trademarks, or copyright material owned by any third parties, including but not limited to airlines, airport concessionaires, airport advertisers, creators of art on display at MIA, or others, without the express consent of such third parties.
- e) Include the work of any other artist whose work is displayed at or incorporated into MIA, without the express written consent of such artist. A list of art incorporated into MIA is attached hereto as Appendix B - Collection of Art in Public Places at MIA.

3. Services to Be Provided

The Artist shall:

- a) Create as high definition Pixorama digital image of MIA in 1200 x 860 pixels in a manner substantially similar to the Artist's Pixorama image creations of New York, London, Rio de Janeiro, and the like. Artist shall solely be responsible for all costs associated with compilation of images and creation of the artwork (*i.e., travel, preparation, artists' time, etc.*).
- b) Provide the County with a digital copy of the Work in its native format for review and approval, upon completion of its creation. The County will have seven business (7) days to approve or reject the Work submitted by the Artist. In the event that the County, for any reason, and in its sole discretion, rejects the Work, such Work shall be destroyed, and neither the County nor Artist shall make use of the Work for any purpose, including but not limited to, commercial, educational, promotional, or other uses, or otherwise display the Work in any fashion. The Artist shall not promote, sell, publish, distribute or

display the Work until such time as the County has given its approval, or until thirty (30) calendar days have elapsed from the date the Work was submitted to the County, by the Artist, for approval, whichever comes first. The County and the Artist may agree to interim dates to review the Work in-progress; however, no interim approval shall be considered as preclusive of the County's rights to the completed Work under this Section. Approval by the County pursuant to this Section shall not relieve the Artist of its indemnity and other obligations under this Agreement.

- c) In the event that the County does not approve the Work submitted by the Artist, the County may consider reimbursing the Artist for consumables utilized in the creation of the Work in accordance with Article 8 of this Agreement.
- d) Except as expressly provided for in this Agreement, the Artist retains copyright and proprietary interests to the Work. The Artist retains permission to copy, reproduce, or publish the image of the Work for non-commercial promotional, educational or historical purposes. Artist may sell posters of the Work, which Artist anticipates to be sized at A0: 46.8 x 33.1 inch or at A2: 16.5 x 23.4 inch posters, but the Artist shall not make any other commercial use of the Work without the express written consent of the County. Artist shall not, and shall not permit or license, the commercial reproduction or exploitation of the Work or of the copyright to the Work in any manner to any person except as expressly specified herein. County shall be entitled to recover all economic damages that flow from a breach of this covenant by the Artist.
- e) The County is hereby granted an exclusive copyright license to reproduce the Work or portions thereof for any non-commercial, promotional, educational, or advertising purposes, including but not limited to, use of the Work in any advertisement, promotions, and uniforms, buttons, lapel pins, internal reports, catalogues or magazines, banners, murals and the like, in both digital and print format, for the express purposes of the County and/or MIA, without compensation to the Artist. Notwithstanding, the County will seek written consent from the Artist prior to such uses, to the extent that the County modifies or alters the Work. The County shall be entitled to reproduce the Work or to create derivative works for use and display at MIA without compensation to the Artist. However, the Artist will be acknowledged as creator of the Work in a reasonable manner in all forms and use of the Work. Further, to the extent provided elsewhere in this Agreement, Artist limits all its rights under the Visual Artists Rights Act of 1990, as it may be amended from time to time, to the extent necessary to give the purposes of this Agreement the fullest possible implementation by County. Albeit, the County will not generate commercial use of the Work, including the sale or trade for commercial benefit of any items which incorporate the Work or elements thereof, except without the express written consent of the Artist.